



***NASA DESK GUIDE***

***ON THE***

***INTERGOVERNMENTAL PERSONNEL***

***ACT (IPA)***

***Agency Personnel Policy Branch***  
***NASA Headquarters***  
***DG-11***  
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## **Section I. Purpose**

To provide guidance on policies and procedures related to assignments of personnel to and from NASA under the Intergovernmental Personnel Act (IPA).

## **Section II. References**

- A. 5 USC 3371 to 3376: Intergovernmental Personnel Act
- B. 5 CFR 334: regulations implementing IPA
- C. OPM IPA Guide and other materials: <http://www.opm.gov/programs/ipa/index.htm>
- D. 5 CFR 1620.30 to 1620.39: authorizes Federal employees on leave without pay (LWOP) who accept an IPA appointment with a nonFederal entity to continue participation in the Thrift Savings Plan (TSP).
- E. OPM Guide to Processing Personnel Actions: Chapter 11-appointments, Chapter 15-placing an employee on LWOP, Chapter 16-returning an employee from LWOP
- F. NPG 3300.1, Chapter 6: Appointment of Personnel To/From NASA, available at <http://www.hq.nasa.gov/office/codefp/codefp/policies.html>
- G. NPG 3792.3C, Plan for a Drug-Free Workplace
- H. Policy Memorandum (June 23, 1999) from Associate Administrator for Human Resources and Education: Made changes effective June 30, 1999
- I. Policy Memorandum (March 8, 2002) from the General Counsel: Advises that IPA assignees are subject to Ethics in Government Act and Procurement Integrity Act.
- J. Policy Memorandum (May 22, 2002) from the Administrator: Delegates to Center Directors the authority to approve IPA assignments involving non-U.S. citizens and authority to approve assignments to SES positions
- K. 42 USC 2473: authorizes NASA to employ and pay noncitizens
- L. 8 USC 1101: Immigration and Nationality Act, describes the various visa classifications
- M. 22 CFR 41: documentation of nonimmigrant status under the Immigration and Nationality Act
- N. 22 CFR 514.20 to 27: exchange visitor program
- O. NASA Desk Guide on Non-Citizen Appointments, (DG-08), available at

<http://www.hq.nasa.gov/office/codef/codefp/policies.html>

- P. 5 USC 5702: per diem for employees on travel
- Q. 5 USC 5724, 5724A, 5724B, and 5726, relocation allowances
- R. 5 USC 5742: allowable expenses in case of the death of an employee
- S. 41 CFR 301 to 304: Federal Travel Regulations
- T. NASA Financial Management Manual, FMM 9700: travel regulations

### **Section III. General Provisions**

#### **A. Definitions**

##### **1. Center:**

For the purpose of this desk guide, use of the word Center(s) includes NASA Headquarters. Delegations of authority to Center Directors includes the Associate Administrator for Headquarters Operations.

##### **2. State:**

(a) The 50 states, District of Columbia, Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, Pacific Trust Territories, Northern Mariana Islands, and any other possession of the United States and (b) an instrumentality or authority of a state.

##### **3. Local Government:**

A city, town, county, or other subdivision or district of a State, including agencies, instrumentalities, and authorities of any of the foregoing and any combination of such units or combination of such units and a State.

##### **4. Instrumentality or Authority:**

An organization which: (a) is government created or controlled; (b) is public and nonprofit; (c) has some governmental function delegated to it; and (d) is recognized as an instrumentality or authority by the State or local government. Public school districts and other special purpose districts and authorities, such as housing authorities and those providing water and sewer services, fall within the definition of a local government instrumentality or authority.

##### **5. Institutions of Higher Education:**

Accredited domestic four year colleges and universities, junior colleges, and technical colleges. Institutions may be public or private. Schools in United States territories and possessions such as the University of Puerto Rico are included. Foreign institutions are not included and therefore may not participate under the IPA.

## 6. Other Organization:

A national, regional, Statewide, area wide, or metropolitan organization representing member State or local governments; an association of State or local public officials; or a nonprofit organization which has as one of its principal functions the offering of professional advisory, research, education, or development services, or related services to governments or universities concerned with public management. Other organizations must be approved by a Federal agency before they can participate under the IPA. See section B below for information on approving these organizations.

## 7. NonFederal Entity:

This term is not specifically defined in law or regulation, but it will be used in this desk guide as a short hand way of referring to all of the governments and organizations outside the Federal Government that may participate under the IPA. Note, although not specifically discussed in this guide, Indian tribes may also participate under the IPA.

# B. Approval of Other Organizations including Nonprofit Organizations

## 1. Authority

Centers have the authority to approve the participation of other organizations under the IPA. They are responsible for ensuring that other organizations meet the definition in A above and that the required documentation described in 2 below is obtained.

## 2. Documentation

Other organizations must submit their bylaws or articles of incorporation and should provide documentation that their principle function is the offering of professional advisory, research, educational, or development services, or related services to governments or universities concerned with public management. They must also submit the determination of nonprofit status from the Internal Revenue Service.

## 3. Approval by Other Federal Agencies

Centers may accept written approval of an "other" organization that was granted by another Federal agency provided that it was dated on or after May 29, 1997, the effective date of the current IPA regulations. Centers also have the option of requiring new documentation from the entity seeking approval.

## 4. Record of Approval

When a Center approves an entity, it should send an approval letter to that organization, (see appendix B for a sample approval letter). The Center's approval letter and supporting documentation or the approval letter from another Federal

agency should be filed with the IPA agreement and must be included when a copy of the agreement is sent to the Personnel Policy Branch, Office of Human Resources and Education, NASA Headquarters.

#### 5. Previously Approved Organizations

There is no Government wide list of organizations that have been approved by Federal agencies. The Personnel Policy Branch, Office of Human Resources and Education, NASA Headquarters maintains a list of organizations previously approved throughout NASA.

#### 6. Federally Funded Research and Development Centers

Federally funded research and development centers that appear on a list maintained by the National Science Foundation may participate under the IPA without going through the approval process described above. A list of centers is available at <http://www.nsf.gov/sbe/srs/anno96/start.htm>.

### C. Employee coverage

#### 1. Federal Employees

NASA employees serving on career or career-conditional appointments, excepted service appointments in tenure groups I and II without time limitation, and career SES appointments are eligible to participate under the IPA. Employees serving under temporary, term, or other time limited appointments are not eligible. Employees serving in noncareer SES limited SES and Schedule C appointments are also not eligible.

Even though Presidential Management Interns in a sense serve on time limited appointments, they are eligible to participate under the IPA.

In determining if an excepted service appointment is time limited you should consider whether or not the appointment is set to expire. For instance, Schedule A appointments for disabled individuals permit conversion to the competitive service after 2 years. However, even if the conversion is not effected, the employee may continue under the excepted appointment. Thus, the appointment does not terminate at the conclusion of the 2 year period, and the employee on this type of appointment would be eligible to participate under the IPA. Contrast this situation with a cooperative education student who must be terminated if he/she is not converted to the competitive service within 120 days after graduation. Thus, the excepted appointment is time limited, and the employee would not be eligible to participate under the IPA.

Employees serving a probationary period are eligible to participate under the IPA. However, Centers should keep in mind that service on the IPA would count toward completion of the probationary period, so NASA supervisors may be giving up the

opportunity to evaluate an employee directly if he/she is away on an IPA assignment during the probationary period.

Note that unlike employees from nonFederal entities, there is no minimum period for a NASA employee to be on the rolls before he/she may serve under an IPA assignment.

## 2. NonFederal Employees

Career employees of nonFederal entities are eligible to participate under the IPA provided that they have been with the entity for at least 90 days. If an employee changes from one nonFederal entity to another, he/she does not have to begin a new 90 day period provided that both organizations are eligible to participate under the IPA.

Because nonFederal entities do not always use the precise terms that are used in the Federal Government, it is important to examine the actual situation. For example, a university professor may not be called permanent, but may have worked at an institution for many years and is expected to continue working there. In such a case, the individual would be eligible to participate under the IPA.

Students employed at institutions of higher education in research, graduate, or teaching assistant positions are not eligible to participate.

Elected officials of state and local governments are not eligible to participate.

## D. Authority to Approve Assignments

Initial IPA assignments may be made for up to two years. Centers have the authority to approve initial assignments and to extend them beyond this initial period in accordance with the time limits prescribed in law and regulation.

The authority of Centers to approve IPA assignments and extensions does not apply to the assignment of NASA SES, ST, SL, and NEX employees to nonFederal entities. Such actions must be approved by the Associate Deputy Administrator (Institutions) and/or the Associate Deputy Administrator. Authority has been delegated to Executive Position Managers to approve IPA assignments not exceeding 120 days.

## E. Time Limits

IPA assignments may be made on a full time, part time, or intermittent basis. When determining whether an assignment has reached a time limit, the length of the assignment is counted regardless of the work schedule. For example, an individual who began a half time IPA assignment on January 1, 1997 would still be considered to have completed 2 years on January 1, 1999 just as someone on a full time IPA assignment would.



A federal employee is limited to no more than 6 years on IPA assignments while working for the Federal Government. Assignments while working for other Federal agencies must be included in determining if the 6 year limit has been met. Time under an IPA assignment from a nonFederal entity to the Federal Government would not be counted against the 6 year limit.

Because the six year time limit is in regulation and not law, OPM has the authority to waive it and permit a Federal employee to spend more than a total of six years under IPA assignments to nonFederal entities. Breaks in assignments have no effect on this 6 year limitation. If a Center feels that it has a compelling reason to have the six year limit waived for an employee, a justification must be submitted to the Personnel Policy Branch, Office of Human Resources and Education, NASA Headquarters for forwarding to OPM.

A Federal or nonFederal employee may not serve on an IPA assignment for more than 4 continuous years without returning to his/her organization for at least 12 months. This requirement is contained in law and may not be waived by OPM.

When determining continuous service, NASA has determined that successive assignments without a break of at least 30 days are continuous. Thus, if there is a break of at least 30 days and the assignee has not served a full four years, a new 4 year period begins.

When applying the provision described above, Centers should be mindful of the intent of IPA assignments. They are not intended to be permanent arrangements, so the use of 30 day breaks is not intended to provide a means for indefinite assignments. However, in extraordinary circumstances it can be a way of ensuring that an important program is not disrupted.

## F. Funding

As part of the negotiations concerning an IPA assignment, NASA and the nonFederal entity must determine the percentage of costs which each organization will pay. NASA can pay from 0 to 100% of allowable costs, and Centers have the authority to determine what percentage they will pay.

When NASA is paying for an assignment, it is important that there be documentation explaining how the assignment benefits the agency. This is particularly important when a NASA employee is being assigned to a nonFederal entity because on the surface it would appear that the nonFederal entity is receiving a significant benefit. However, the knowledge and experience being gained by the NASA employee may be so significant that it is still a good investment of resources for NASA to pay 100% of the costs. Also, there may be situations where the nonFederal entity does not have the resources to fund the assignment, but it is important for both NASA and the organization.

NASA can pay costs associated with salaries, benefits, and travel. Sections IV -A-3, 4, 6; IV -B-4, 6, 8; V-A.3, 5, 6, 7, 9; V-B.3, 5, 6,7, 9 and VI contain more information on the allowable expenses under these categories.

NASA may not reimburse a nonFederal entity for administrative and overhead expenses. For example, a nonFederal entity requested that the Forest Service reimburse it for aircraft rental costs, supplies, and support personnel salaries needed to support an employee who was on an IPA assignment. In decision B-209132, October, 1983, the Comptroller General ruled that such reimbursements were not authorized by the IPA. However, the decision went on to state that the Forest Service could explore the possibility of contracting with the nonFederal entity for the services under its procurement authority. If a Center desires to reimburse a nonFederal entity for costs not covered by the IPA, procurement officials should be contacted to determine whether a contract would be appropriate.

The costs of IPA details can be charged to several fund sources depending on the circumstances of the assignment. For Headquarters and most Centers, these costs are either charged to Resource and Operations Support (ROS) or to Research and Development (R&D), depending on whether the assignment is administrative or programmatic. IPA details should not be funded through the R&PM budget, since this is a fund source designated for civil servants and individuals appointed to positions within NASA.

#### G. Voluntary Nature of Assignments

NASA, the nonFederal entity, and the employee must all agree to an IPA assignment. NASA may not order an employee to accept an IPA assignment.

Either NASA or the nonFederal entity may terminate an assignment in accordance with the agreement. There is nothing in law or regulation, which specifically gives an employee the right to end an assignment. Presumably if an employee did not want to continue an assignment, NASA or the nonFederal entity would be interested in having the assignment end rather than have an unhappy employee continue on the assignment.

## Section IV. Assignments to NASA

IPA assignees may come to NASA either by appointment or detail. As explained in the following sections of this guide, there are a few differences depending on which mechanism is used. There are no differences concerning the duties and responsibilities which an assignee may perform for NASA. Regardless of which mechanism is used, assignees may be given nonsupervisory or supervisory responsibilities.

### A. Details

#### 1. Nature of Detail

Like with any other detail, the assignee continues to be an employee of the organization from which he/she is detailed, in this case the nonFederal entity. He/she is not an employee of NASA and does not count against the agency's full time equivalent (FTE) ceiling.

The assignee may be detailed to a classified position or a set of unclassified duties.

#### 2. Processing the Detail

Because detailees are not NASA employees, no personnel action is processed. The IPA agreement is the authorizing document for the action.

#### 3. Pay

The intent of the IPA is that assignees should not lose income by accepting the assignment. The assignee continues to be paid by the nonFederal entity. NASA can reimburse the nonFederal entity for all or part of the salary even if it exceeds pay limitations for Federal employees. Sometimes, in addition to the salary, the assignee earns consulting fees and other income that he/she will have to give up in order to accept the IPA assignment. These can be considered as part of the assignee's pay, and NASA can include them when determining how much will be reimbursed. Even when consulting fees and other income are included in the reimbursement, the full reimbursement goes directly to the nonFederal entity which then pays the assignee.

If the pay from the nonFederal entity including the reimbursement for consulting fees and other income described in the preceding paragraph is less than the pay for a classified position to which the assignee is detailed, NASA must pay a salary supplement to make up the difference. The supplement would not be paid in advance or in a lump sum. It may be paid directly to the assignee or paid to the nonFederal entity which would pay the assignee. The amount of the salary supplement will change because of such factors as Federal pay increases or changes in the detailee's salary with the nonFederal entity. If the assignee is

detailed to unclassified duties, there is no salary supplement because there is no rate of pay associated with the unclassified duties. When determining the pay for a detailee, there is no pay cap.

#### 4. Awards

NASA may grant nonmonetary awards to assignees on detail, but monetary awards may not be granted in connection with their assignment to NASA. However, Centers may work with the nonFederal entity if an award is appropriate. The nonFederal entity could grant the award under its procedures, and the Center could reimburse the cost.

#### 5. Work Weeks, Leave, and Overtime

Generally assignees on detail work the same work weeks and schedules as the NASA organization to which they are assigned. However, if a local law or ordinance requires a shorter work week at the nonFederal entity, they should be permitted to work this shorter work week. They are excused for Federal holidays, and they should also be excused for any state holiday which the nonFederal entity observes.

Assignees earn leave in accordance with the nonFederal entity's leave system. The IPA agreement should contain the procedures which will be followed to administer leave for the assignee.

#### 6. Benefits

Assignees on detail continue to earn benefits under the programs of the nonFederal entity. NASA may reimburse the entity for the employer's share of contributions to various programs such as insurance and retirement.

Detailees are covered by chapter 81 of Title V concerning workers compensation for injuries or illness sustained in the line of duty. If they are also eligible for benefits under the nonFederal entity's compensation program, they have the option of electing the greater benefit. They are not eligible to be reimbursed for personal liability insurance.

#### 7. Conduct and Performance Actions

If a conduct or performance problem emerges, NASA has the option of terminating the IPA agreement and returning the individual to the nonFederal entity. The agreement usually specifies the amount of notice, which must be provided. Centers may want to consider including a provision which permits a shorter notification period or none at all if a performance or conduct problem emerges.

### B. Appointments

#### 1. Nature of Appointment

Appointments under the IPA are time limited excepted service appointments. The appointee is a NASA employee and counts against the agency's full time equivalent ceiling.

Appointments under the IPA may be made without regard to the career transition regulations or the reemployment priority list. Because the action is an appointment, a former Federal employee who received a voluntary separation incentive payment (buy out) within the 5 years preceding the appointment must repay the full amount of the buy out in accordance with the repayment provisions of the applicable law. There have been several laws that authorized buy outs. Centers need to determine which law is applicable to the appointee. The law will determine, for example, whether the individual must make the repayment before the appointment (PL 104-208) or whether it can be made after the appointment (PL 103-226). Public law 103-226, the Federal Workforce Restructuring Act of 1994 permitted OPM to waive the repayment requirements, but most laws enacted after it have no provision for waiver. Repayments are made to the agency from which the employee received the buy out. Employees on detail to NASA are not subject to the repayment provisions.

## 2. Processing the Appointment

The rules for processing IPA appointments are contained in Chapter 11 of OPM's Guide to Processing Personnel actions.

## 3. SES Positions

NASA and a nonFederal entity can negotiate an agreement under the IPA to fill an SES position. However, the IPA appointing authority may not be used by itself to authorize the action. If the Center proposes to fill the position by appointment, NASA must obtain a limited term SES authority from OPM. The Administrator must approve all requests before they are submitted to OPM. Requests for a limited term SES authority must be submitted to the Office of Human Resources and Education, NASA Headquarters and must include a completed NASA Form 1669, a copy of the proposed IPA agreement, a description of the assignee's qualifications, and a description of the duties which he/she will perform. Limited term appointments may be used only for general positions, not career reserved positions, and are limited to no more than 3 years.

## 4. Setting Salary

The intent of the IPA law is that assignees should not lose any salary by taking the assignment. The flexibilities described in this section should be used to meet this intent.

An individual appointed to a position in NASA is covered by laws concerning classification and pay setting. Like other new appointees, his/her salary would

normally be set at the first step of the grade. However, Centers may use their authority to make appointments above the minimum step based on superior qualifications in order to match an appointee's existing salary with a nonFederal entity or to meet a special need of NASA. In addition to an assignee's current salary, a Center should also consider consulting fees and other income which he/she may be giving up to accept the IPA assignment. There may be some situations where, for example, an individual is earning an artificially low salary because he/she is working for a nonprofit organization but earns a much higher rate of pay when he/she performs consulting services for other organizations. These higher consulting fees can be taken into account when setting the salary.

There may be some situations where an appointee's rate of pay is still below the rate which he/she was receiving at the nonFederal entity. If such a situation exists, a Center may want to consider using a detail instead of an appointment. As explained in A-3 above, the assignee would continue to earn the higher salary, and NASA could reimburse the nonFederal entity.

If for some reason it is determined that an appointment and not a detail will be used, the nonFederal entity can continue to pay the assignee the difference between his/her Federal salary and the salary which was being earned only in accordance with 18 USC 209. 18 USC 209 restricts a Federal employee from receiving compensation for his/her position from another source except the treasury of a state, county or municipality. In other words, a state or local government could continue to pay the assignee to make up the difference, but a private organization could not. Because this is a criminal statute with potential penalties for the assignee, Centers should obtain complete documentation concerning the nonFederal entity's funding source before authorizing such an arrangement. If it is determined that such an arrangement is permitted, NASA would have the option of reimbursing the nonFederal entity. Note that even if NASA intends to reimburse the nonFederal entity, the arrangement is not permitted if the nonFederal entity will not be paying the employee from a state, county or municipal treasury.

## 5. Within Grade Increases

Appointees are eligible for within grade increases (WIGIs) if they are on appointments of more than one year. An appointee on a series of appointments of one year or less is not eligible for a WIGI regardless of the number of successive appointments. However, if an appointment of one year or less is converted to an appointment of more than one year, the service under the initial appointment is credited for completion of the waiting period. Example: an assignee is given an appointment not to exceed one year at step 1 of the grade. After 26 weeks, he/she is converted to an appointment not to exceed 18 months. The initial 26 weeks is credited toward completion of the waiting period, and he/she would be eligible for an increase to step 2 after 26 more weeks.

## 6. Awards

Appointees are eligible for performance and incentive awards. They are also eligible for quality step increases provided that they are on appointments of more than one year and there is the necessary documentation such as a performance rating to support the increase.

## 7. Work Weeks, Leave, and Overtime

Appointees may earn and use leave under the same conditions as other Federal employees. Provisions concerning Federal work weeks and holidays are applicable to appointees.

Appointees are governed by the applicable overtime rules (title V or FLSA). Because of the nature of most IPA assignments, it is likely that most appointees would be exempt from FLSA coverage. The FLSA determination is made when the position to which the appointee is assigned is classified.

## 8. Benefits

Appointees are not eligible to participate in either CSRS or FERS, and therefore cannot participate in the Thrift Savings Plan.

If an appointee is receiving a CSRS or FERS annuity, that annuity is not affected by an appointment. He/she continues to receive the full annuity and receives the full salary of the position. The service with NASA may not be used to establish eligibility for a supplemental or redetermined annuity. After the appointment is completed, he/she does not have the option of making a deposit for service under the IPA.

Appointees may not participate in the Federal Employees Group Life Insurance Program, (FEGLI).

Most employees may not participate in the Federal Employees Health Benefits Program, (FEHBP). However, if an appointee loses health coverage with the nonFederal entity by virtue of his/her appointment with NASA and the nonFederal entity paid all or part of the cost, he/she may enroll in the FEHBP.

There may be rare situations where an individual had coverage under FEGLI, FEHBP, or a Federal retirement system with the nonFederal entity, for example, certain long-time employees of the District of Columbia Government. In these situations, the appointee can continue coverage when appointed to NASA.

If a nonFederal entity fails to continue making contributions for health, life insurance, or retirement, NASA may make those contributions. If this will be done, it should be spelled out in the agreement. The Center and the nonFederal entity should develop procedures for NASA to submit the contributions.

If an appointee was covered by Social Security with the nonFederal entity, that

coverage continues with NASA, and the appropriate deductions from salary must be made. If the assignee was not covered by Social Security with the nonFederal entity, he/she is not covered with NASA, and no deductions are made.

Appointees are covered by chapter 81 of Title V concerning workers compensation for injuries or illness sustained in the line of duty. If they are also eligible for benefits under the nonFederal entity's compensation program, they have the option of electing the greater benefit.

Appointees may be reimbursed for personal liability insurance.

## 9. Conduct and Performance Actions

In theory, NASA can take a performance or disciplinary action against an IPA appointee. The appointee's rights are determined as they would be for other employees. For example, nonveterans would not be covered by part 752 of the regulations for adverse actions because their appointments are limited to 2 years or less. This is true even if they receive an extension for another 2 years because at any time the actual appointment is limited to 2 years or less. On the other hand, veterans with more than one year of continuous service would be covered.

In practice, if a Center has a situation so severe that it would warrant discipline, the IPA agreement should simply be terminated and the employee returned to his/her organization. NASA has the right to terminate an agreement as does the nonFederal entity. The agreement usually specifies the amount of notice which must be provided. Centers may want to consider including a provision that permits a shorter notification period or none at all if a performance or conduct problem emerges.

## C. Standards of Conduct

Appointees are covered by the Hatch Act and the standards of conduct regulations which apply to Federal employees. They are required to complete the financial disclosure forms appropriate for their positions.

Detailees must adhere to Federal criminal conflict of interest provisions and, as of December 28, 2001, are subject to the Ethics in Government Act of 1978 and the Procurement Integrity Act. This means that IPA employees are subject to filing financial disclosure reports and to an additional post-employment restriction. IPA employees may be required to complete the Confidential Financial Disclosure Report (OGE Form 450) or the Public Financial Disclosure Report (SF-278). The determination is made by the supervisor of the IPA employee, based on the assignee's salary, responsibilities, and duties. Generally, if the IPA assignee is paid at or above the SES level, the SF-278 should be completed. If the IPA assignee is paid at the GS level and if a civil servant performing the same duties would complete an OGE Form 450, the IPA employee should file that report.



In order to help ensure that IPA employees avoid conflicts of interest or ethics violations, there are additional responsibilities associated with making IPA assignments by details to NASA. The detailees, and their supervisors, must complete annual ethics training. Their IPA agreements and extensions must be annotated to reflect that they are aware of this requirement. This can be done by inserting the statement "The employee has been advised of the requirement to complete annual ethics training." (An appropriate place to insert this is Part 10, Conflict of Interest and Employee Conduct, of the OF 69.) Centers also are responsible for ensuring that IPA agreements and extensions of detailees are reviewed by local counsel for conflicts of interest prior to execution. Finally, Centers must provide IPA detailees with written ethics material upon entry, and offered an opportunity to meet with local counsel to discuss potential conflicts.

#### D. Noncitizens

##### 1. Authority

Because IPA assignments to NASA are made either by an excepted appointment or by detail, restrictions on the appointment of noncitizens in the competitive service do not apply to these assignments. Under 42 USC 2473, NASA has been given the authority to employ and pay noncitizens without regard to the usual restrictions which other agencies have concerning paying noncitizens.

##### 2. Approval Requirement

Center Directors have been delegated authority to approve IPA assignments of non-U.S. citizens.

##### 3. Visa Reclassification

In order to be employed, aliens must be lawfully admitted to the United States. An alien may be admitted either for permanent residence or for temporary residence.

The indication that an alien has been admitted for permanent residence is possession of a valid Alien Registration Receipt Card, (green card), Immigration and Naturalization Form I-551. An alien who has been admitted for permanent residence is permitted to be employed in the United States, so if the alien has a valid green card, he/she may be employed by NASA without obtaining another type of visa.

If an alien has not been admitted for permanent residence, he/she will have been admitted on one of a number of temporary visas. Each visa is for a specific purpose and permits the alien to engage in certain activities. The most appropriate visa for IPA assignments to NASA is the J-1 visa. This visa is for exchange visitors, and it can cover, professors, research scholars, and other specialists who may be learning, observing, consulting or sharing their knowledges and skills. If an alien has

a valid J-1 visa, he/she can be assigned to NASA under the IPA.

Centers may find that potential IPA assignees from universities have what are called F-1 visas. Because this is a visa for students, it is not appropriate for an IPA assignment to NASA. A Center may not enter into an IPA agreement for the assignment of an alien with an F-1 visa unless that visa is reclassified to another type of visa such as J-1.

In the case of IPA assignees from a university or other organization, that organization continues to be the sponsoring organization for the noncitizen even if he/she is working on an IPA assignment with NASA. Therefore, it will usually be the sponsoring organization that must request any visa reclassification. NASA may be asked to provide supporting documentation. Remember, if the requested documentation requires NASA to make a firm commitment to use the assignee on an IPA assignment, that commitment may not be made without the approval of the Center Director.

Although the sponsoring organization has the primary responsibility for ensuring that the noncitizen's visa classification is appropriate for what he/she is doing, Centers must check the classification before requesting the Center Director's approval for an IPA assignment. Any visa other than a J-1 visa should raise a red flag (particularly an F-1 visa), and Centers should work with the sponsoring organization to request any necessary changes in the visa classification.

If a situation arises where NASA and not the sponsoring organization will be requesting a visa reclassification, the procedures in the Desk Guide for the Appointment of Alien Scientists (DG-08) should be followed, and the Center Director's approval must be obtained before that request is submitted to INS.

## 5. Waiver of Residence Abroad Requirement

The residence abroad requirement applies to a variety of aliens including some exchange visitors who come into the country on J-1 visas. Because one of the purposes for these individuals coming to the United States is to increase their knowledge and expertise so that it can be applied back in their countries, they normally must return to their country for at least 2 years before applying for another type of employment visa which might let them remain in the United States for a longer period of time. Since in most cases an IPA assignment with NASA would be part of a program which is already covered by the visa, this should not be an issue.

However, there may be some situations where the assignee would have to meet the foreign residence requirement before beginning an IPA assignment with NASA. In these cases, it is possible to request a waiver of the requirement. The procedures set forth in the Desk Guide on the appointment of Alien Scientists (DG-08) should be followed to request the waiver.

## 6. Security Procedures

A complete official security file will be retained at the requesting Center or Headquarters office. At a minimum these files should contain:

For non-sensitive positions, Standard Form 85, Questionnaire for Non-Sensitive Positions (or where appropriate, form 85P, questionnaire for Public Trust positions);

For sensitive positions, Standard Form 86, Questionnaire for Sensitive Positions;  
For any position, Standard Form 87, Fingerprint Chart.

## Section V. Assignments from NASA

NASA employees may go on IPA assignments to nonFederal entities. These assignments can be accomplished by one of two mechanisms: (1) detail to the nonFederal entity or (2) appointment with the nonFederal entity.

### A. Detail to a NonFederal entity

#### 1. Nature of the Detail

An employee on detail to a nonFederal entity continues to occupy his/her NASA position. He/she counts against NASA's full time equivalent ceiling.

#### 2. Processing the Detail

The detail is recorded using a Standard Form 52. A 50 is not cut. The IPA agreement also serves to document the action.

#### 3. Pay

An employee on detail continues to receive the pay for his/her position from NASA which can be reimbursed by the nonFederal entity. If the position to which the employee is detailed normally would have a higher salary than the employee's position, the nonFederal entity may but is not required to pay a salary supplement. NASA could reimburse the entity for the cost of that supplement. When comparing the NASA rate of pay with the nonFederal salary, use the following procedures to calculate the appropriate NASA locality pay percentage. If the employee is at a different location with the nonFederal entity and is receiving temporary duty and travel allowances such as per diem, you should use the location of his/her NASA position, but if he/she is receiving change in station allowances, use the locality rate at the duty location of the IPA assignment. For example, for an employee with a NASA duty station of Washington, D.C. who is on an IPA assignment to Dallas and is receiving temporary duty payments the Washington D.C. locality percentage is used when determining whether he/she is entitled to a supplemental payment. However, if the same employee had received change of station payments, you would use the Dallas locality pay percentage when determining whether he/she were entitled to a supplemental payment.

Although not very likely, if an employee were at a different location and not receiving any temporary or permanent travel payments, you should use the locality rate for his/her NASA duty station.

#### 4. Performance Ratings

Employees on detail continue under the NASA performance appraisal system. If

possible, the Center should work with the nonFederal entity to develop elements and standards for the employee. The nonFederal supervisor provides information concerning the employee's performance, and the NASA supervisor issues the actual rating. If it is not possible to get elements and standards from the nonFederal entity, the employee would not be rated for the period. The IPA agreement should describe what will be done with respect to rating performance.

#### 5. Within Grade Increases and Quality Step Increases

NASA employees are entitled to receive within grade increases. A within grade increase may be granted even if an actual performance rating cannot be done because the nonFederal entity did not prepare elements and standards. The employee's NASA supervisor should contact the nonFederal supervisor and document that the employee's performance has been acceptable.

Quality step increases may be granted if supported by the required documentation such as an official performance rating issued by a NASA supervisor.

#### 6. Awards

NASA can give employees on detail monetary and nonmonetary incentive awards related to their mobility assignments. The justification for the award should demonstrate how the work on the assignment relates to NASA's mission. NASA and the nonFederal entity can share the cost of the award, but this is not required.

A nonFederal entity may give an employee an award. The agreement should provide that NASA must be informed and must have the right to concur. Any award which an employee receives from the nonFederal entity should be made a matter of record in the employee's official personnel folder.

#### 7. Promotions

NASA employees on detail are eligible for promotion while on their IPA assignment. For example, if the employee is below the full performance level of a career ladder and could have reasonably expected to be promoted during the time period of the IPA assignment, that promotion should be made effective at that time.

Centers and employees should arrange procedures for considering employees on detail for merit promotion opportunities. It should be made clear to employees that acceptance of a promotion may require that the IPA assignment will have to be terminated if the Center determines that it is more important to have the employee begin his/her new duties in the position rather than complete the IPA assignment.

#### 8. Work Weeks, Leave, and Overtime

Employees on detail may earn and use all forms of leave just as they would normally do. Centers and the nonFederal entity should develop procedures for documenting

and certifying employee's work hours and any leave which is used. The employee's NASA time keeper must submit time and attendance information for the employee just as would be done for any other employee since he/she is being paid directly by NASA.

If the nonFederal entity's work week is less than NASA's work week, the employee should still be shown as working 40 hours. NASA employees on detail are entitled to overtime either under title V or the Fair Labor Standards Act. If a detail will be more than 30 days, the FLSA coverage determination is based on the work which the employee is performing at the nonFederal entity. NASA should make the coverage determination based on the description of duties in the IPA agreement and any other information provided by the nonFederal entity concerning the duties which are being performed. It would be expected that in most cases, employees would be exempt from FLSA coverage.

Employees are entitled to all Federal holidays. If they are not excused from work on a Federal holiday, they are entitled to holiday premium pay. Employees may be excused from work on nonFederal holidays celebrated by the nonFederal entity. This should be shown as excused absence. If they are not excused from work, they are not entitled to premium pay.

## 9. Benefits

There is no change in benefits for an employee who is on detail. His/her contributions for retirement, TSP, and health and life insurance continue to be deducted from the salary, and NASA continues to pay its share.

## 10. Conduct and Performance Actions

As is the case with individuals assigned to NASA, either NASA or the nonFederal entity may terminate the IPA agreement. The agreement should describe any notice requirements including any shortened notice period where a conduct or performance problem is involved.

If an employee commits serious misconduct while on an IPA assignment, NASA can take disciplinary action up to and including removal. It would probably be difficult to take a performance based action under part 432 of the regulations because, for example, it would be rather awkward to have a performance improvement period while the employee is still on the IPA assignment. If a performance problem emerges, the simplest course of action would be to terminate the IPA agreement and set up performance standards for the employee back at NASA.

## B. Appointment with a nonFederal Entity

### 1. Nature of the Appointment

When a NASA employee is given an appointment with a nonFederal entity, he/she

goes on LWOP. It is treated like other LWOP for many purposes, but as explained in subsequent sections of the guide, there are some specific IPA provisions which attempt to ensure that the employee will not lose any of his/her Federal benefits.

It is up to NASA, the nonFederal entity, and the employee to determine whether an appointment or a detail will be used. Sometimes, an appointment with the nonFederal entity is desired by the nonFederal entity because only appointed staff may exercise certain authorities which they intend to assign to the IPA employee. Remember, this is not an issue the other way around. As explained in section IV above, IPA assignees to NASA on appointment or detail can exercise the full authority of their position.

When an employee is on LWOP, he/she does not count against NASA's full time equivalent (FTE) ceiling.

## 2. Processing the Action

When an employee is placed on LWOP to accept an IPA assignment, follow the procedures in chapter 15 of OPM's Guide to Processing Personnel Actions.

When an employee returns from an IPA assignment and is taken off LWOP, consult Chapter 16 of OPM's Guide to Processing Personnel Actions

## 3. Pay

When a NASA employee is appointed with a nonFederal entity, he/she can receive the pay for the position even if it is substantially higher than his/her Federal pay. This is true even if the pay exceeds Federal pay caps. There is one exception. Employees who go to Federally Funded Research and Development Centers may not receive pay higher than the rate they would receive in their Federal position.

If the rate of pay for an employee in the nonFederal position, is lower than the rate for the Federal position, NASA must make supplemental payments to him/her. The employee's rate of pay with NASA includes locality pay. The supplemental payments may not be made in advance or as one lump sum. They will vary with changes such as Federal pay increases, within grade increases, promotions, or changes in the nonFederal pay rate. As part of the agreement, NASA could have the nonFederal entity reimburse it for the supplemental payments.

If the employee is at a different location with the nonFederal entity the determination of which locality pay to use when comparing the nonFederal and Federal salaries is made as described in section V-A-3 above.

Normally the nonFederal entity will withhold Federal and State income taxes from the assignee's pay. However, if it doesn't, the assignee may have to make quarterly estimated tax payments to avoid penalties and interest. Centers should remind employees about this.

#### 4. Performance Ratings

While an employee is on LWOP, he/she is not under a performance plan and is not given a performance rating.

#### 5. Within Grade Increases and Quality Step Increases

Employees on LWOP receive WIGIs as if they were in pay status. In other words, the LWOP does not delay the increase. Because they are not receiving performance ratings from NASA while on LWOP, the acceptable level of competence determination is waived. At one time OPM had a specific FPM prohibition against IPA employees on LWOP receiving quality step increases (QSIs). With the elimination of the FPM, OPM's specific prohibition against QSIs was gone. However, since employees on LWOP do not receive performance ratings, a QSI would normally not be appropriate.

#### 6. Awards

NASA can give employees on LWOP monetary incentive awards related to their mobility assignments. The justification for the award should demonstrate how the work on the assignment relates to NASA's mission. NASA and the nonFederal entity can share the cost of the award, but this is not required.

A nonFederal entity may give an employee an award. The agreement should provide that NASA must be informed and must have the right to concur. Any award which an employee receives from the nonFederal entity should be made a matter of record in the employee's official personnel folder.

#### 7. Promotions

NASA employees on LWOP are eligible for promotion while on their IPA assignment. For example, if the employee is below the full performance level of a career ladder and could have reasonably expected to be promoted during the time period of the IPA assignment, that promotion should be made effective at that time. Centers and employees should arrange procedures for considering employees on LWOP for merit promotion opportunities. It should be made clear to employees that acceptance of a promotion may require that the IPA assignment will have to be terminated if the Center determines that it is more important to have the employee begin his/her new duties in the position rather than complete the IPA assignment.

#### 8. Work weeks, Leave, and Overtime

An employee on LWOP earns sick and annual leave as if he were in pay status with NASA. The Center and the nonFederal entity should develop procedures for tracking the leave he earns and uses. Both the employee and the nonFederal entity should be reminded in writing that he/she is subject to losing leave at the end of the



year which is in excess of the 240 hour leave ceiling (720 for SES employees). Note, the law specifically enumerates sick and annual leave, so any other leave such as military leave or court leave would be governed by the rules of the nonFederal entity.

The employee is governed by the work week and hours of the nonFederal entity. He/she is entitled to the holidays of the nonFederal entity. He/she is not entitled to any premium pay should it be necessary to work on a Federal holiday.

Overtime is governed by the rules of the nonFederal entity. That organization must determine whether the employee is covered by the Fair Labor Standards Act based on the duties that he/she is performing.

## 9. Benefits

### a. Retirement

An employee on LWOP has the option of continuing full retirement coverage if he/she makes full contributions. If he/she decides not to make retirement contributions, he/she only receives service credit for 6 months each calendar year as would be the case for other employees on LWOP. Note, even if the employee does not make contributions and only receives the 6 months credit for retirement, he/she receives full service credit for RIF retention and leave accrual.

If the employee makes contributions, NASA must continue to contribute its share.

Contributions are based on the employee's NASA salary not the salary received at the nonFederal entity.

If an employee elects to continue retirement contributions, the IPA agreement should state that he is not required to contribute to any nonFederal mandatory retirement system.

If an employee is injured or disabled while on LWOP, he may not receive both a Federal disability retirement and nonFederal injury compensation. However, he/she can choose the better benefit. This does not preclude receiving a Federal annuity based on age and service as opposed to disability.

If an employee elects not to make retirement contributions, Centers should have him/her sign a statement indicating that the employee understands the consequences of not making the retirement contributions and that this could have a significant effect on the size of a future annuity. The statement also should make it clear that there is no provision for retroactive contributions if the employee should change his/her mind later. Even if this information is in the agreement, it's so important and could lead to later claims by employees who

changed their minds that Centers might want to consider using a separate statement. In addition, employees should be counseled in person about this issue.

If a CSRS employee did not make contributions during the IPA assignment and elects to receive a state benefit, the employee may convert to FERS when he/she returns from the IPA assignment, (section 12a3.1-3 of OPM's Operating Manual on Retirement, formerly CSRS-FERS Handbook).

#### b. Thrift Savings Plan

If an employee elects to make retirement contributions, he/she may continue making TSP contributions if he/she was already doing so. The contributions are tied to the rate of pay used for retirement contributions, in other words, the employee's NASA salary. If retirement contributions are not made, the employee may not contribute to the TSP. The nonFederal entity must deduct the contributions which the employee wants to make from the salary which it pays to him/her. These contributions are then sent to NASA for forwarding to the TSP. Even if NASA is reimbursing the nonFederal entity for the employee's salary, the nonFederal entity will probably have to go through this step of making the deduction and forwarding it to NASA to keep both the employee's tax records and its financial records accurate.

Technically, the TSP regulations require that as a first step, the nonFederal entity must determine whether it will make the employer contributions to the TSP. The contributions would be sent to NASA for forwarding to the TSP, and then NASA could reimburse the nonFederal organization for the contributions. As a practical matter, NASA and the nonFederal entity could agree to procedures by which NASA simply makes the employer's share of contributions to the TSP without having the funds go back and forth between NASA and the nonFederal entity.

#### c. Health and Life Insurance

Employees can continue their health and life insurance if they choose to make the contributions. They may not receive a free year of life insurance as would other employees who go on LWOP. NASA must continue to make its share of contributions if the employee continues coverage. The amounts of life insurance coverage and contributions are based on the NASA salary that the employee would receive, not the salary at the nonFederal entity. As is the case with retirement, Centers should provide counseling to the employee and document the employee's decision and understanding.

If an employee elects to be covered by a nonFederal entity's health and/or life insurance programs and OPM determines that the programs are similar to the Federal programs, he/she may not continue Federal coverage while on the IPA assignment.

The time period during which the employee is covered by a nonFederal entity's health program is not treated as a break in FEHB continuous enrollment necessary for continuing coverage during retirement—provided that program has been determined by OPM to be similar to the Federal programs. In other words, when the employee returns to duty with the Federal government and resumes FEHB coverage, the employee is not required to start a new 5-year period of continuous coverage in order to continue the Federal health benefits into retirement. On the other hand, if the employee cancels FEHB coverage and elects coverage under a nonFederal entity's health program which has not been determined by OPM to be similar to Federal programs, the employee has broken his/her continuous coverage. This means that the employee must start a new 5-year period of enrollment before being eligible to continue health benefits coverage into retirement.

#### d. Processing Contributions

NASA is responsible for ensuring that the employee's contributions and the employer's share are submitted to OPM or the Thrift Investment Board. Retirement contributions must be submitted within 3 months of the end of the pay period that the contributions cover. Centers should make arrangements with the nonFederal entity and the employee for receiving the contributions. Centers then need to work with the office that processes the agency's payroll to arrange for submitting the contributions to that office, having the contributions then sent to OPM or the Thrift Board, and updating employee records.

#### e. Open Seasons

When an employee is on an IPA assignment, NASA has the responsibility of informing him/her about all of the open seasons such as for TSP and health insurance and providing an opportunity for the employee to make elections permitted by the open season.

#### f. Social Security and Medicare

If a NASA employee was under CSRS and not covered by social security, he/she does not pay social security while working at the nonFederal entity, but if he/she was covered by social security at NASA, it continues at the nonFederal entity. The nonFederal entity deducts the social security contributions from the employee's salary and submits them and the employer share. NASA does not have a role in this process. NASA can reimburse the nonFederal entity for its share of the Social Security contributions as part of the arrangement under the IPA.

All employees must make Medicare contributions, and the same procedures that apply to the Social security contributions would apply to them.

If NASA were paying an employee a supplemental payment as described under 3 above, NASA would be responsible for deducting social security and/or Medicare and paying the employer's share.

#### 10. Conduct and Performance Actions

As is the case with individuals assigned to NASA, either NASA or the nonFederal entity may terminate the IPA agreement. The agreement should describe any notice requirements including any shortened notice period where a conduct or performance problem is involved.

If an employee commits serious misconduct while on an IPA assignment, NASA can take disciplinary action up to and including removal. It would be difficult to take a performance action under part 432 of the regulations since the employee would not have been under a Federal performance plan.

#### C. Standards of Conduct

NASA employees on an IPA assignment are subject to the Hatch Act and all other Federal and NASA Standards of Conduct regulations regardless of whether they are on LWOP or detail. Centers should ensure that employees understand this before the IPA assignment begins.

Employees need to be careful not to represent a nonFederal entity before any Federal agency or a court in any matters which the Federal government is involved. Because violations of standards of conduct laws can result in criminal penalties or civil fines, the General Counsel's office should be contacted on any questionable situations.

#### D. Return to NASA

##### 1. Obligated Service

NASA employees going on IPA assignments must agree to remain in the Federal Government for a period of time equal to the length of the IPA assignment. If they do not, they must reimburse NASA for the cost of the assignment excluding the cost of salary and benefits. Thus, in reality, the only thing that they would have to repay would be relocation or per diem costs.

Centers may waive the repayment requirement if the employee's failure to complete the service is beyond his/her control or the waiver is justified in the judgement of the approving official. Beyond these general criteria, there are no precise criteria for determining when a waiver should be granted. However, normally a waiver should be granted if the reasons for not completing the service obligation are beyond the employee's control such as the employee's serious illness or a family member's illness which requires relocation. There may be other situations where it is in

NASA's interest to waive the service requirement, for example, there is an unexpected budget short fall and the employee's departure will reduce costs.

The service obligation under the IPA is separate from the 1 year service obligation, which exists when employees receive change of station payments, (section VI-B). However, usually if one can be waived, it would be appropriate to waive the other.

## 2. Position to Which Returned

Normally an employee is returned to his/her regular position. However, there is nothing, which prevents NASA from placing the employee in another position by reassignment.

## 3. Reduction in Force

When an employee returns from an IPA assignment, he/she is not protected from any RIF which might be going on. While the employee is on the IPA assignment, NASA has the option of using an exception to the normal retention order to permit the employee to complete the IPA assignment.

# Section VI. Travel Costs

## A. Allowable Costs

NASA may pay travel costs for either NASA or nonFederal employees as authorized by 5 USC 3375.

When determining which costs will be paid, one but not both of the following options may be used:

### 1. Per Diem

An assignee may receive a per diem allowance for him/herself but not for family members for the entire period on assignment.

### 2. Limited Relocation Expenses

As an alternative to paying the per diem allowance described in 1 above, the following expenses may be paid:

Travel and transportation expenses of the employee to and from the assignment location;

Travel and transportation expenses of the employee's immediate family to and from the assignment location;

Transportation to and from the assignment location of household goods and

temporary storage of those goods at both locations;

Temporary quarters subsistence expenses both at the time the assignment begins and when it ends;

When household goods are being moved or stored, a temporary miscellaneous expense allowance equal to two weeks of basic pay for employees with a family and one week of basic pay for employees without a family although the rate may not exceed the maximum for GS-13;

Permanent storage of household goods if the assignment is in an isolated location;

An income tax allowance to cover Federal, State, and local taxes which the employee must pay on the various relocation allowances which he/she receives. Note, the income tax allowance is not specifically authorized by 5 USC 3375, but in decision B-221065, September 26, 1986, the Comptroller General determined that it was permitted.

The employee may not receive costs associated with buying or selling a residence and may not receive reimbursement of any costs associated with the expiration of a lease. He/she may not be paid for a house hunting trip.

Note, in the unfortunate event of an employee's death, 5 USC 5742 permits payment for returning the employee's body and his/her family to the original post of duty.

## B. Agreement

If any of the expenses under either 1 or 2 are paid, the employee must sign an agreement to remain on the assignment for the entire period of the assignment or 1 year which ever is less. If the employee fails to complete the required period, he/she must repay all travel and transportation expenses described above. Centers may waive repayment if the reasons for failure to complete the assignment are beyond the employee's control or are otherwise justified in the judgement of the approving official. Section V-D-1 above describes possible situations in which a waiver might be justified.

## C. Consideration of Alternatives

When deciding whether to use the alternatives described in A-1 or 2 above, Centers should determine which approach would be more cost affective. Also, normally per diem should not be used for assignments, which go beyond a year. If an employee receives per diem for more than a year, he/she may be libel for income tax, and there is no longer an income tax allowance as there is for relocation expenses.

#### D. Travel While on Assignment

An employee assigned to NASA who must travel away from the location of the assignment to perform official business may be reimbursed travel expenses as would be the case for a Federal employee. For NASA employees on assignment to nonFederal entities, Centers and the nonFederal entity should establish procedures for documenting travel and either having NASA reimburse the employee directly for travel costs or reimburse the nonFederal entity. Reimbursement should be limited to the expenses that Federal employees can claim under the Federal Travel Regulations. For this type of travel, no service agreement is required.

### **Section VII. IPA Agreement**

There must be an IPA agreement for every assignment. NASA, the nonFederal entity, and the employee must sign the agreement. The agreement should contain the items, listed in Appendix A, and Centers may add items if they feel that it would be helpful to do so.

Copies of agreements must be sent to the Personnel Policy Branch, Office of Human Resources and Education NASA Headquarters. In addition, Centers must provide agreements to their financial management officers. For assignments involving headquarters employees or positions, copies should be sent to the Director, Accounting Division, Office of Headquarters Operations.

### Items to Be Included in IPA Agreement:

- name of employee
- social security number
- job title, classification, and salary of the employee
- address of employee
- name of the Federal and nonFederal organizations
- position information including organizational location of the employee's current position and the position to which he/she will be assigned
- statement that the position is a Testing Designated Position (TDP), where the position meets NASA-specific criteria contained in the NASA Plan for a Drug-Free Workplace as a TDP
- type of assignment, detail/appointment/LWOP and whether it's Federal to nonFederal or vice versa
- period of assignment
- goals of the assignment and a statement of how they will be achieved
- benefits for each organization
- cost sharing arrangement and which items will be paid or reimbursed by each party
  - decisions concerning salary including supplemental payments
  - decisions concerning payment of travel costs
- how increased knowledges and skills gained by the employee will be used after the assignment is completed
- applicability of Federal and NASA conflict of interest laws and regulations
- for detailees to NASA, statement that the employee has been advised of the requirement to complete annual ethics training
- employee's obligation to complete the assignment or 1 year which ever is shorter if per



diem at the site or limited relocation expenses are paid

- procedures for documenting work hours, holidays, overtime, and leave
- decisions concerning employee benefits and an explanation of the consequences of those decisions particularly in those cases where a Federal employee elects not to continue retirement contributions
- arrangements for making employee and agency contributions for retirement and insurance
- procedures for terminating the agreement including any shortened notice periods if performance or conduct problems emerge
- for Federal employees, the obligated service requirement and the consequences of failing to complete the required service following the IPA assignment
- Privacy Act Statement

**SAMPLE INTERGOVERNMENTAL PERSONNEL ACT CERTIFICATION LETTER**

IPA Organization  
**Address**  
**Address**

Dear               :

This is in reply to your request for an eligibility determination for the ***(insert name of organization requesting certification)*** to participate in the Intergovernmental Personnel Act (IPA) mobility assignment program. Based on information which you submitted, we have determined that ***(insert name of organization)*** meets IPA eligibility requirements and is eligible to participate in the IPA program.

IPA mobility program regulations provide for the certification of:

A nonprofit organization which has as one of its principal functions the offering of professional advisory, research, educational, or development services, or related services, to governments or universities concerned with public management.

Your materials indicate that you ***(insert brief summary of organization's functions that meets the paragraph described above.)*** Based on this, and other information submitted with your request, we conclude that ***(insert name of organization requesting certification)*** offers public management related services to the Federal Government as one of its principal functions.

If we can be of further assistance, please contact ***(insert name and phone number)***.

Sincerely,

## IPA CHECKLIST

Name of Center/Specialist \_\_\_\_\_

Name of Assignee \_\_\_\_\_

Date of Initial Assignment: \_\_\_\_\_

Is initial assignment or extension period for 2 years or less?

Is total period of assignment with extension 4 years or less?

YES NO

☐ ☐☐ ☐

Eligibility of Non-Federal organization:

Is the organization eligible to participate in the IPA program?

If non-profit, was the organization certified after May 29, 1997?

(attach copy of certification letter)

☐ ☐☐ ☐☐**ASSIGNMENT to NASA:**

YES NO

1. Employee Eligibility:

a. Is the employee on a permanent position?

b. Has the employee been employed with the eligible organization for at least 90 days?

☐ ☐☐ ☐

2. Is assignee a U.S. citizen?

If NO,

a. Does assignee have a proper VISA? (typically J-1)

b. Has the Center Director approved the assignment?

☐ ☐☐ ☐☐ ☐☐ ☐

3. Is assignment to an SES position?

If yes, has the Center Director approved the assignment?

☐ ☐☐ ☐

4. Are reimbursable costs limited to salary, benefits and travel?

☐ ☐

5. Was the assignment coordinated with the Security office?

☐ ☐

6. Was the assignment coordinated with the Center Ethics Advisor?

If required, was the financial disclosure form completed?

☐ ☐☐ ☐☐**ASSIGNMENTS from NASA:**

YES NO

1. Employee Eligibility:

a. Is the employee on a permanent position or a PMI?

2. If employee is being appointed on IPA, was LWOP processed?

3. Has employee been on prior IPA assignments for 6 or more years?

4. Is employee holding an SES position?

If yes, has the appropriate level of approval been obtained?

☐ ☐☐ ☐☐ ☐☐ ☐☐ ☐

Was an Assignment Agreement (OF 69) or equivalent completed?

For detailees to NASA, was the Agreement reviewed by local counsel?

Was a copy of the final package sent to the Center's Financial Management Officer?

Was a copy of the final package sent to the Office of Human Resources a &amp; Education, Personnel Policy Branch?

☐ ☐☐ ☐☐ ☐☐ ☐**IF ANY OF THE SHADED BOXES ARE CHECKED, YOU MAY NOT BE IN COMPLIANCE WITH REQUIREMENTS OF THE IPA PROGRAM.**

## to COMPLETING OPTIONAL FORM 69 – IPA Assignment Agreement

This is intended to clarify the information required on the Optional Form 69 by highlighting relevant provisions of the IPA Mobility Program and identifying sections of the Desk Guide that address those provisions in more detail.

### PART 1 – NATURE OF THE ASSIGNMENT AGREEMENT

Key points regarding time limits for assignments and extensions:

- Assignment agreements can be made for up to two years. An extension for an additional two years is permitted.
- An employee who has served for four continuous years on a single assignment may not have the appointment extended, nor be eligible for another appointment, without at least a 12-month return to duty with his/her regular employer. This applies to both Federal and nonFederal employees. Successive assignments without a break of at least 30 calendar days will be regarded as continuous service.
- A Federal employee is limited to no more than a total of 6 years on IPA assignments while working for the Federal government (in any Federal agency). If a Center believes a waiver to this regulatory requirement is justified, the request must be submitted to Code F for forwarding to OPM.
- The work schedule (part-time, intermittent) of the IPA assignee has no bearing on the time limits specified above.

*See Desk Guide, Section III E for additional information regarding time limitations.*

### PART 2 – INFORMATION ON PARTICIPATING EMPLOYEE

**Item 2.** Although not specifically required by the form, indicate the citizenship of any inbound employee. This will expedite compliance reviews of agreements. Any IPA assignment of a non-U.S. citizen must be approved in advance by the Center Director.

*See Desk Guide, Section IV D for detailed guidance regarding noncitizens.*

**Item 5B.** If the individual has served on previous assignments, verify that the proposed new assignment does not violate any of the limitations discussed above.

### PART 3 – PARTIES TO THE AGREEMENT

**Item 7.** Indicate the nonFederal entity involved in the agreement. You will note that the header to item 7, “State or Local Government”, is somewhat misleading since eligible participating organizations include

institutions of higher education and “other eligible organizations”. “Other eligible organizations” are defined in 5 CFR 334.102, and include nonprofit organizations which have as one of their principal functions the offering of professional advisory, research, education or development services or related services to governments or universities concerned with public management. If a proposed assignment involves “other eligible organizations”, the Center must certify that it is eligible to participate in the IPA, and a copy of the documentation must be provided to Code F with the agreement.

*See Section III B of the Desk Guide for guidance on certifying such organizations.*

## **PART 4 – POSITION DATA**

**Item 13.** If you indicate “other” because the NASA employee is not a career or career conditional employee, be specific in identifying the employee’s status and verify that he or she is eligible to participate. To be eligible, the employee must be a:

- Career or career-conditional employee, or
- Excepted service employee in tenure group I or II without time limitation, or
- Career SES employee (approval of Administrator is required), or
- Presidential Management Intern Program employee

*See Section III C.1 of the Desk Guide for eligibility requirements for NASA employees.*

You should indicate the employee’s step (if applicable) as well as the grade in block 13. Make sure that the employee’s salary is documented on the form either in this item or item 23. The annual IPA report to OPM must include specific salary information on all IPA’s—outbound as well as inbound--so it is not sufficient to indicate a NASA employee’s grade and step only.

**Item 14.** The “Original Date Employed By” block should be consistent with the requirement for the nonFederal participant to have been employed by the entity for at least 90 days. If the employee has not, see *Section III C.2 of the Desk Guide* to determine if he/she is eligible by virtue of prior qualifying employment. Other key points about eligibility of nonFederal employees:

- Individual must be a career employee of the non-Federal entity.
- Students in research, graduate, or teaching assistant positions are not eligible.
- Elected officials of state or local governments are not eligible.

**Item 16.** REMINDER: If the individual is being assigned to an SES position either by detail or appointment, approval of the Center Director is required.

## **PART 5 – TYPE OF ASSIGNMENT**

**Item 19.** “Outbound” IPA assignments may be effected by details or appointments to the nonFederal entity. “Inbound” assignments also may be effected by either details or appointments, although NASA typically uses details to effect these assignments.

*See Section V of the Desk Guide for a discussion of the differences between detailing and appointing NASA employees to nonFederal entities.*

***See Section IV A and IV B for a discussion of the differences between detailing and appointing nonFederal employees to NASA.***

If the individual will be working a part-time or intermittent schedule, make sure that is indicated on the agreement and that the information pertaining to salary and benefits (as indicated in other sections of the agreement) is clear with respect to the actual amount being paid. Example: if an employee is part-time and the agreement simply indicates “\$75,000 annual salary”, it is unclear whether this is the pro-rated salary being paid to the individual, or whether this amount reflects an annual salary for a full-time employee that will be pro-rated to a lesser amount based upon the work schedule. Clarify the actual amount being paid and indicate if the amount is pro-rated.

## **PART 8 – EMPLOYEE BENEFITS**

**Items 23 and 24.** Indicate salary exclusive of benefits with a separate figure to reflect fringe benefits. Do not indicate an amount that reflects a combination of salary and fringe benefits unless the costs are broken down elsewhere in the agreement or on an attachment. These amounts must be itemized separately for various required reports, including the annual report to OPM. For outbound employees, indicate the employee’s step and salary as well as grade.

Key points:

- Individuals assigned to NASA: If the pay from the nonFederal entity is less than the pay for a classified position to which the assignee is detailed, NASA must pay a salary supplement to make up the difference. If the individual is appointed to a position in NASA, the rules are more complicated; ***see Section IV.B.4 of the Desk Guide.***
- NASA employees *detailed* to nonFederal entities: If the position to which the employee is detailed normally would have a higher salary than the employee’s Federal position, the nonFederal entity may pay a salary supplement. NASA can reimburse the entity for that salary supplement.
- NASA employees *appointed* to nonFederal entities: The employee may receive the pay normally associated with the position, even if the pay exceeds Federal pay caps. (However, if appointed to a Federally-Funded Research and Development Center, the employee may not receive pay higher than his/her Federal position.) If the rate of pay is lower than the rate for the Federal position, NASA must make supplemental payments to the employee.

***See Section IV A.3 for information on pay for employees detailed to NASA or Sections IV B.4 and B.5 for information on pay for employees appointed to NASA.***

***See Section V A.3. regarding pay for NASA employees detailed to nonFederal entities or Section V B.3 regarding pay for NASA employees appointed to nonFederal entities.***

## **PART 9 – FISCAL OBLIGATIONS**

**Items 26 and 27.** These blocks are used to specify the cost-sharing arrangements for the mobility

assignments. *See Section III F of the IPA Desk Guide for general guidelines on cost sharing.*

The complete cost breakdown may be included in this part, but due to space limitations you may wish to provide this information on a separate attachment. Key points:

- Break down the costs by: basic salary, supplemental pay (if applicable), fringe benefits, and any travel, relocation, and per diem expenses. Costs associated with travel and transportation expenses and allowances can be shown in Part 12, or a separate attachment. (Some Centers find it more convenient to prepare a separate attachment with detailed information on all costs, and indicate “see attachment” in blocks 23, 24, and 33.)
- Reimbursement is NOT permitted for indirect or administrative costs associated with the assignment, or costs such as tuition credits, office space, furnishings, supplies, staff support, and computer time. *See Section III F of the IPA Desk Guide.*

## **PART 10 – CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT**

Agreements (and extensions) for individuals assigned to NASA by detail must be annotated to reflect that the detailee is required to receive annual ethics training. This requirement can be met by stating “The employee has been advised of the requirement to complete annual ethics training.” Although space is limited, you may want to insert this statement in this block of the form.

Other requirements pertaining to IPA detailees:

- Local counsel must review agreements and extensions for conflicts of interest prior to execution
- Centers must provide IPA detailees with written ethics material upon entry and offered an opportunity to meet with local counsel regarding conflicts.
- Since IPA assignees are now subject to the Ethics in Government Act, they are subject to filing financial disclosure reports (OGE Form 450 or SF-278)

*Sections IV C and V C of the Desk Guide address standards of conduct issues.*

## **PART 12 – TRAVEL & TRANSPORTATION EXPENSES AND ALLOWANCES**

**Item 33.** Key points to remember:

- Agencies may pay a per diem allowance at the assignment location or limited relocation expenses, *but not both*. A per diem allowance may be paid for the employee, but not for family members.
- The limited relocation expenses allowed under the Federal Travel Regulation (FTR) in connection with IPA assignments are: (1) travel and transportation expenses of the employee and his/her immediate family to and from the assignment; (2) transportation and temporary storage expenses of the employee’s household goods and personal effects; (3) temporary quarters subsistence expenses at the time the assignment commences and at the time it ends; (4) miscellaneous expense allowance as permitted under the FTR. The provisions of the FTR determine what expenses are allowable.
- The expenses of selling or purchasing a residence and the expenses of property management

services while on an assignment cannot be paid.

- When travel expenses are paid, the employee incurs an obligation to remain on the assignment for the entire period or 1 year, whichever is less.

*See Section VI of the Desk Guide for guidance on Travel Costs.*

## **Part 15 – CERTIFICATION OF APPROVING OFFICIALS**

**Item 40.** REMINDER: the Administrator must approve proposed IPA assignments of NASA SES employees.



## IPA SALARY GUIDELINES

## Inbound – Assignments to NASA

Method of Assignment	Guidelines for Funding
<b>DETAIL</b> <ul style="list-style-type: none"> <li>• Assignee continues to be employee of organization from which detailed</li> <li>• Does not count against FTEs</li> <li>• May be detailed to classified position or to unevaluated duties</li> <li>• Personnel action not processed</li> </ul>	<b>Assigned to Unevaluated Duties –</b> <ul style="list-style-type: none"> <li>• Reimbursement for salary cannot exceed assignee's salary from home institution, except...</li> <li>• If assignee earns consulting fees that are lost upon accepting the assignment, they may be considered part of pay</li> <li>• There is no authority to augment the salary by locality rates or geographical differentials, regardless of any relocation involved</li> <li>• There is no pay cap, but pay is constrained by above guidelines</li> </ul>
	<b>Assigned to a Classified Position –</b> <ul style="list-style-type: none"> <li>• Assignee is entitled to be paid rate of pay (including locality rate) for grade level to which appointed</li> <li>• If rate of pay for grade level to which assigned exceeds assignee's salary (and consultant reimbursement), individual receives a salary supplement to make up the difference</li> </ul>
<b>APPOINTMENT</b> <i>(Rarely used in NASA)</i> <ul style="list-style-type: none"> <li>• Appointee is considered a NASA employee, and counts against FTEs</li> <li>• Personnel action is required</li> </ul>	<ul style="list-style-type: none"> <li>• Assignee is entitled to rate of pay of the grade to which appointed</li> <li>• Appointments above the minimum rate for the grade may be made, based on superior qualifications criteria</li> <li>• Assignees are eligible for WIGI if appointed for more than one year</li> </ul>

Regardless of the method of assignment, NASA may not reimburse the individual, or his/her organization, for administrative and overhead costs. This includes things such as supplies, office space, furnishings, and staff support.

Cost-sharing arrangements for assignments are negotiated between NASA and the participating nonfederal entity.

## IPA SALARY GUIDELINES

### Outbound – Assignments from NASA

Method of Assignment	Guidelines for Funding
<b>DETAIL</b> <ul style="list-style-type: none"> <li>Employee continues to occupy his/her NASA position, and counts against the FTE ceiling</li> <li>SF-52 is prepared</li> </ul>	<ul style="list-style-type: none"> <li>Employee continues to receive pay for his/her position of record; gaining activity may reimburse NASA for salary</li> <li>If position normally would have a higher salary than employee's NASA salary, the nonfederal entity has the option of paying a salary supplement; NASA can reimburse the organization for the supplement.</li> <li>Employee continues to receive WIGIs, and can receive promotions (e.g., career ladder promotion)</li> <li>Locality pay percentage used in the computation is based on the location of the NASA position unless assignee is receiving change of station (relocation) allowance, in which case the locality rate of the duty location is used.</li> </ul>
<b>APPOINTMENT</b> <ul style="list-style-type: none"> <li>If appointed to a nonfederal entity, the employee is placed on LWOP and does not count against the FTE</li> <li>A 52 is processed to record the LWOP</li> </ul>	<ul style="list-style-type: none"> <li>Employee may receive the pay for the position, even if it is higher than his/her NASA salary except...</li> <li>If appointed to a FFRDC, employee may not receive pay higher than his/her Federal salary</li> <li>If rate of pay (including the locality rate) is lower than the employee's NASA salary, NASA must make supplemental payments.</li> <li>Employee continues to receive WIGIs as if in a pay status, and can receive promotions (e.g. career ladder promotion)</li> <li>Locality pay percentage used in the computation is based on the location of the NASA position unless assignee is receiving change of station (relocation) allowance, in which case the locality rate of the duty location is used.</li> </ul>

## Allowable Travel Payments for IPA Assignments

### *Overview*

As authorized by 5 USC 3375 and in accordance with the Federal Travel Regulation (FTR) (41 CFR Chapters 301-304), an agency may pay the travel expenses of a Federal employee or a non-Federal employee on an Intergovernmental Personnel Act assignment.

Specifically, the agency may pay a per diem allowance at the assignment location in accordance with the FTR *or* pay limited relocation expenses—but not both. (The differences between the two options are summarized below.)

An agency may not authorize a temporary change of station under subparts C and D of FTR part 302-1 to transfer an employee to the assignment location.

The employee must sign a service agreement for one year or the length of the assignment, whichever is shorter, to be eligible for payment of per diem at the assignment location or limited relocation expenses.

The employee will be responsible for repaying any expenses if he or she fails to complete the service agreement, unless the reasons for failing to complete the agreement are beyond his or her control. Management may waive the requirement to pay back expenses if they feel the waiver is justified.

### *Option: Payment of Travel and Per Diem Allowance*

The agency may pay for the expenses of travel, including a per diem allowance, to and from the assignment location and a per diem allowance at the assignment location during the period of the assignment.

Under this option, only the IPA assignee may be paid the per diem allowance; family members are not entitled to be paid for any such expenses.

The cost to the Federal Government should be a major factor when determining whether to pay a per diem allowance at the assignment location or limited relocation allowances. The duration of the assignment is relevant in this regard. A per diem allowance is meant for shorter assignments. The payment of per diem for an indeterminate period or a period of more than one year is taxable to an employee, so the Office of Personnel Management advises that agencies should not pay a per diem allowance for an assignment expected to last more than one year.

Part 301-11 of the FTR provides specific guidance on per diem expenses.

### ***Option: Payment of Limited Relocation Expenses***

Under this option, the agency may pay for the following limited relocation expenses:

- travel and transportation expenses of the employee to and from the assignment location
- travel and transportation expenses of the employee's immediate family to and from the assignment location
- transportation and temporary storage expenses of the employee's household goods and personal effects
- temporary quarters subsistence expenses at the time the assignment commences and at the time the assignment is completed
- a miscellaneous expense allowance
- expenses of non-temporary storage of the employee's household goods and personal effects when the employee is assigned to an isolated location.

Type of Expense	FTR Reference	Comments
Travel and transportation expenses of the employee to and from the assignment location	Ref: § 302-2.1	
Travel and transportation expenses of the employee's immediate family to and from the assignment location	Ref: § 302-2.2	
Transportation and temporary storage expenses of the employee's household goods and personal effects	Ref: § 302-7	
Temporary quarters subsistence expenses at the time the assignment commences and at the time the assignment is completed	Ref: § 302-6	TQSE, if approved, is authorized in 30-day increments NTE 60 days. An extension up to 60 additional days may be authorized if there are compelling reasons for continued occupancy of temporary quarters.
Miscellaneous expense allowance	Ref: § 302-16	Amount: \$500 or one week's basic pay, whichever is less, for employee OR \$1000 or two week's basic pay, whichever is less, for employee with immediate family. Amount cannot exceed max rate for GS-13. Purpose: Defray costs associated with discontinuing residence at one location and establishing residence at new location.
Expenses of extended storage of the employee's household goods and personal effects when the employee is assigned to an isolated location	Ref: § 302-8	
Relocation Income Tax Allowance	Ref: § 302-17	This is an allowance to cover Federal, State, and local taxes the employee paid on the various relocation allowances received.